

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MIDFLORIDA ARMORED & ATM SERVICES, INC.
FOR ARMORED CAR SERVICES
RFP #15-0014**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and MidFlorida Armored & ATM Services, Inc. a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #15-0014, for procurement of a firm to provide armored car services; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide the services for COUNTY as identified in **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for four (4) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONTRACTOR. Exercise of the extension periods requires the prior approval of the County's Procurement Services Manager. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.3 Pricing shall remain the same for initial contract term. Adjustments in monthly rates may then be considered on an annual (contract anniversary) basis for each succeeding year of the contract during any exercised renewal period. Adjustments will be considered by the COUNTY upon request of the CONTRACTOR, and shall be based on relative changes in the CPI-W indices. The COUNTY shall respond to requests for adjustments in a reasonable time. If the parties cannot agree to a requested increase, no increase will be granted and the CONTRACTOR shall continue to perform under this Agreement at the original pricing until the initial term, or renewal thereof, expires, at which time the parties can then terminate this Agreement. CONTRACTOR shall request an adjustment no later than

sixty (60) days before the end of the current contract term, otherwise, CONTRACTOR waives their right to make such a request for the next term, if renewed by the COUNTY.

2.4 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.5 CONTRACTOR agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S alternate CONTRACTOR(s).

2.6 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

2.7 If, when, and to the extent during its activities under this Agreement a court determines that CONTRACTOR is a "contractor" for purposes of Section 119.0701, Florida Statutes, CONTRACTOR shall comply with all requirements of that statutory section.

Article 3. Payment

3.1 Payment shall be based upon the rates set forth in CONTRACTOR'S Pricing, attached hereto and incorporated herein as **Exhibit A**.

3.2 Invoices shall be submitted in duplicate to Barbara Lehman, Clerk Finance, at P.O. Box 7800, Tavares, Florida 32778 by the tenth (10th) calendar day of each month. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved monthly rates and necessary supplies, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONTRACTOR hereby agrees that its rates are fully loaded and includes all overhead and administrative expenses.

3.5 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall designate the Chief Deputy Clerk of County Finance to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONTRACTOR, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will clearly and distinctly indicate the value of each container on the outside of the sealed container. The COUNTY shall not conceal nor misrepresent any material fact or circumstances concerning the property delivered to the CONTRACTOR.

4.4 The COUNTY will assist in establishing the identity of any property lost, damaged or destroyed constituting a part of any loss.

4.5 In the event of a loss, the COUNTY agrees to notify the CONTRACTOR in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. The COUNTY agrees that any loss shall be reported by the COUNTY to the CONTRACTOR within forty-five (45) days after the pick-up by CONTRACTOR of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by CONTRACTOR within this forty-five (45) day period, such claim shall be deemed waived and released by the COUNTY. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of the loss.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR, or by anyone for whose acts CONTRACTOR may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County

Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

5.6 Independent Contractor. CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONTRACTOR agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. If applicable, for all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

5.19 Addition or Deletion of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to or deleted from this Agreement at the option of the COUNTY. When adding a facility, CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional sites shall be added to this Agreement by formal modification. The COUNTY may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY'S discretion. When service is no longer required at a facility, the COUNTY shall provide fourteen (14) calendar days written notice to the CONTRACTOR for deletion of the facility.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONTRACTOR shall act as the prime CONTRACTOR for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Danny Persaud, President
4314 W. Martin Luther King Blvd.
Tampa, Florida 33614

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

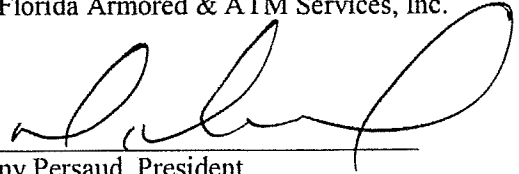
7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Contractor's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the _____ day of _____, 2015, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

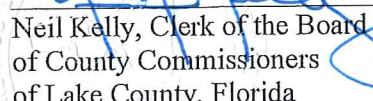
MidFlorida Armored & ATM Services, Inc.



Danny Persaud, President

This 25th day of March, 2015.


ATTEST:



Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

COUNTY

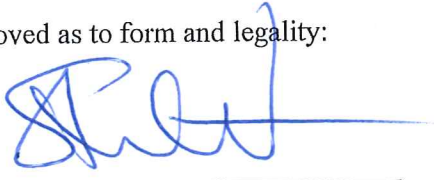
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Jimmy Conner
Chairman

This 20th day of April, 2015.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Provide armored car services for assigned stops and various locations within Lake County and to pick up, transport and deliver securely sealed or locked shipments containing, but not limited to, the following: currency, coin, checks, or other valuables. The service shall include pick-up from the various County locations and same day delivery to the local BB&T Branch so the County will receive same day bank credit for such deposits. Pickups from the Villages and Mineola go to Orlando (instead of the local branch) and pickups from the Sheriff go to Wells Fargo. (See pricing sheet for location list.) The County reserves the right to modify, including adding and deleting) deposit pickup locations and/or financial institutions with written notification to the Contractor.

1. The Contractor shall accept sealed container(s), provide a receipt to the County for the sealed container(s), transport and deliver same sealed container(s) to the consignee designated by the County.
2. By signing a written notice of refusal, the Contractor may refuse such container(s) if the shipment container(s) does not appear to be securely sealed or locked.
3. The Contractor shall assume the liability for any loss of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) until the time when the County or its designated consignee takes physical possession of the sealed container(s) and signs the Contractor's receipt. If it is impossible to complete the delivery, the Contractor shall be responsible until the sealed container(s) is returned to the County or its designated agent and a signed receipt obtained.
4. Contractor shall use only those containers the type, design and identification of which have been approved by the County. The containers shall be of the type that clearly and distinctly indicate the name and address of the consignor as well as the name and address of the consignee.
5. Days of Service and Holidays: The services shall be provided from 8:00 a.m. through 5:00 p.m., Monday through Friday. The following holidays shall be exempt (unless requested in writing by the County): New Year's Day, Martin L. King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day and any Local Applicable Observed Holiday. For requests in writing for holiday services, Contractor may charge a Holiday Rate.
6. Contractor shall provide unscheduled pick up or deliveries requested by the County with the same conditions and provisions as regularly scheduled service. The County may be charged the appropriate additional charge as listed in Exhibit A.
7. Personnel: Each person shall be available to perform the services described herein for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor must be able to promptly provide a qualified replacement. The Contractor shall provide a proposed list of personnel for this project. For each proposed person the Contractor shall provide, pay for and procure the following for the vendor personnel who will serve as the Vendor's Authorized Representative to the County:
 - A. A local and out of state criminal background check. Each background check must follow the Background Investigation Procedures established by the Florida

Department of Law Enforcement, Division of Criminal Justice Standards and Training.

- B. A name badge, photograph and acknowledged signature.
- C. A drug & alcohol screening compliant with the Florida Department of Transportation's (DOT) Standards.

Contractor shall provide immediate written notice to the County if an employee of Contractor is no longer authorized by the Contractor to perform the services described in this Agreement or if an employee has been terminated by the Contractor.

In the event the Contractor wishes to substitute personnel, the contractor shall propose a person with equal or higher qualifications. For each substitute or replacement person, the Contractor shall provide the County with the same information listed above and be approved in writing by the County before the person begins working for the County. In the event the requested substitute or replacement person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

- 9. The Contractor shall provide all needed equipment and supplies to provide the requested services, including but not limited to manifest, containers, receipts and forms. Tamper proof bags will be provided as requested and Contractor shall propose a price for such bags.

The Contractor shall be responsible for obtaining all required federal, state or local permits or licenses required to complete the project-specific scope of work. The Contractor shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Contractor, the Contractor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Contractor fails to correct the damage, the County shall have the option of correcting the damage and issuing a deductive change order to the Contractor to deduct the amount of the corrective work from the contract balance.

EXHIBIT B: CONTRACTOR'S PRICING

Armored Car Courier Services for various locations within the County per the preceding terms, conditions and scope of services. Pick up from the locations listed below.

Item Number	Item Description	Cost Per Month
1	Lake County Courthouse, 550 W. Main St., Tavares	\$ 350.00
2.	Sheriff's Office, 360 W. Ruby St., Tavares (next to Round Administration Building)	\$ 350.00
3.	Round Administration Building, County Finance Department, 315 W. Main Street, Tavares	\$ 350.00
4.	Public Records Center, 122 E. Main St., Tavares	\$ 350.00
5.	Branch Office, South Lake Minneola, 800 N. US 27, Minneola	\$ 350.00
6.	North Lake Branch Office, 902 Avenida Central, The Villages	\$ 350.00
	Total	\$ 2,100.00

Holiday Rate \$45.00 per day

Unscheduled Pick-up rate \$ 20.00 per day

Liability Charge \$ 0.00 per \$1,000, in excess of \$250,000 cash per container
(not including checks)

Premise Time \$ 0.00 per minute in excess of ten (10) minutes

Charge per item \$ 0.00 in excess of ten (10) items